

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF NEW JERSEY

**If You Received a Call on Your Cellular Telephone from
AS America, Inc., or Safety Tubs, LLC (“Defendants”)
You Could Get a Payment from a Class Action Settlement.**

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

A settlement has been reached in a class action lawsuit claiming that Defendants made automated telephone calls to consumers regarding walk-in tubs without first receiving express written consent to place such calls. The lawsuit claims that Defendants violated the Telephone Consumer Protection Act (“TCPA”). Defendants deny the claims and deny they violated the TCPA. The Court has not made a decision as to who is right; rather, the parties resolved the dispute by settlement.

The settlement between the parties includes people who (1) from August 23, 2012, to the date notice is disseminated to the Class, (2) were called by Defendants (or any third-party acting on behalf of Defendants), (3) on the persons’ cellular telephones, (4) for the purpose of selling Defendants’ products or services, and (5) had their lead information obtained by Defendants via the contractorlink.net website (“Settlement Class Members”).

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---|---|
| SUBMIT A CLAIM FORM | This is the only way to receive a payment or certificate. You give up your right to sue on the issues the settlement concerns through an individual case or class action. |
| EXCLUDE YOURSELF | You will receive no benefits, but you will retain any rights you currently have to sue the Defendants about the claims in this case. |
| OBJECT | Write to the Court explaining why you don’t like the Settlement. |
| GO TO THE HEARING | Ask to speak in Court about your opinion of the Settlement. |
| DO NOTHING | You won’t get a share of the Settlement benefits and will give up your rights to sue the Defendants about the claims in this case. |

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Michael Shipp of the U.S. District Court for the District of New Jersey is overseeing this case. The case is known as *Rinehart v. AS America, Inc., et al.*, Case No. 16-cv-05128-MAS-LHG. Rinehart, the person who sued, is called the Plaintiff/Class Representative. The Defendant is Defendants.

2. What is a Class Action?

In a class action, one or more named plaintiffs called Class Representatives (in this case, Nancy Rinehart) sues on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

3. What is this Lawsuit about?

This lawsuit alleges that Defendants placed phone calls to cellphones in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227. Defendants deny that they violated any law and assert several defenses.

The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or the Defendants should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation now rather than, if at all, years from now.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

You are in the Settlement Class if: (1) you were the owner, subscriber, or user of a cellular telephone line that received a telemarketing call for AS Amercia, Inc., concerning its line of walk-in tubs; (2) such calls were received between August 23, 2012, and the date on this Notice; and (3) and your lead information was obtained through the contractorlink.net webpage.

For the full definition of the Settlement Class, please see the Settlement Agreement, which is available on [INSERT WEBSITE INFORMATION] or by contacting the Settlement Administrator or Class Counsel.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Defendants have agreed to create a Settlement Fund of up to \$600,000 to resolve this matter. The final Settlement Fund amount will depend upon the number of Claim Forms filed. The Settlement Fund will be used to pay Class Counsel's attorneys' fees and expenses, an incentive award to the Class Representative (*see* Question 13), and all notice and administration costs, before making any cash payments or issuing any certificates to Settlement Class Members who file a valid Claim Form.

Protection from Future Unauthorized Calls: Defendants, without admitting any liability, have agreed to use commercially reasonable efforts to comply with the TCPA.

7. How much will my payment be?

If you are member of the Class and the Court gives final approval to the Settlement, you may be entitled to receive a *pro rata* amount of the Settlement benefit in the form of a check up to a **maximum** of \$1,000 in cash or a certificate up to a **maximum** of \$2,000 in safety tub products. The amount of your exact payment cannot be calculated at this time. Your payment will depend on the total number of valid claims that are filed. Your payment may be reduced if the amount required to pay in full all valid claims made by Settlement Class Members exceeds the amount available (after paying notice costs, the incentive award, and any approved attorneys' fees and expenses from the Settlement Fund), then each Class Member who filed a valid claim shall receive a reduced share of that Settlement Fund.

You may make only one claim per cellphone number, regardless of how many calls were received or of how many individuals use the cellphone number.

8. When will I get my payment?

You should receive a check or certificate, depending on your election, from the settlement administrator within 60-90 days after the Settlement has been finally approved and/or after any appeals have been resolved in favor of the Settlement. The hearing to consider the final fairness of the Settlement is scheduled for [Fairness Hearing Date.] All checks will expire and become void 120 days after they are issued. Certificates may be transferred one (1) time within the first ninety (90) days of issuance, and must be redeemed within one hundred eighty (180) days of issuance.

HOW TO GET BENEFITS

9. How do I get benefits?

If you are a Class Member and you want to participate in the Settlement, you must complete and submit a Claim Form, under penalty of perjury, by [CLAIMS DEADLINE]. The Claim form is included with

this notice and can be found by calling, toll free, 1-800-000-0000 or by contacting Class Counsel at (720) 213-0676. The Claim Form can be submitted online at the website or by mail. There is only one claim per cellphone number, regardless of the number of calls received at that number.

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue Defendants for the claims being resolved by this Settlement. The specific claims you are giving up against Defendants are described in Section ___ of the Settlement Agreement. You will be “releasing” the Defendants and all related people as described in Section 1.3 of the Settlement Agreement. Unless you exclude yourself (*see* Question 15), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available at www.woodrowpeluso.com/settlements.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to Class Counsel listed in Questions 12 and 17 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

11. What happens if I do nothing at all?

If you do nothing, you won’t get any benefits from this Settlement. But, unless you exclude yourself, you won’t be able to start a lawsuit or be part of any other lawsuit against the Defendant for the claims being resolved by this Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed Steven Woodrow and Patrick Peluso of Woodrow & Peluso, LLC, and Stefan Coleman of the Law Office of Stefan Coleman, P.A. to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. You may also enter an appearance through an attorney if you so desire.

13. How will the lawyers be paid?

Subject to Court approval, Defendants have agreed to pay Class Counsel up to \$174,000 representing 29% of the Settlement Fund for attorneys’ fees and expenses for investigating the facts, litigating the case, and negotiating the Settlement in this matter. The Court may award less than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, Defendants have agreed to pay \$5,000 to the Class Representative from the Settlement Fund as an incentive award for his services in helping to litigate and settle this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter (or request for exclusion) by mail stating that you want to be excluded. Your letter or request for exclusion must also include your name, your address, the phone number that received the relevant cellphone calls, and your signature. You must mail your exclusion request so that it is postmarked no later than [Objection/Opt Out Deadline] to:

Settlement Administrator
Rinehart v. AS America, Inc.
[Address Line 1]
[Address Line 2]
[TOLL FREE NUMBER]

The Court will exclude from the Class any Class Member who timely requests exclusion.

15. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims being resolved by this Settlement.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for benefits.

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter stating that you object to the Settlement and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, your address, your cellular telephone number that received the unauthorized telephone call(s), and your signature.

Class Counsel will file with the Court and post on its website, www.woodrowpeluso.com/settlements, its request for attorneys' fees two weeks prior to the objection deadline.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. Mail the objection to these four different places postmarked no later than **Month 00, 2017**:

| Court | Class Counsel | Defense Counsel |
|-------|---------------|-----------------|
|-------|---------------|-----------------|

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| The Honorable Michael A. Shipp c/o Clerk of the Court US Courthouse 333 West Broadway Suite 420 San Diego, CA 92101 | Patrick Peluso, Esq. Class Counsel Woodrow & Peluso, LLC 3900 East Mexico Ave. Ste. 300 Denver, CO 80210 (720) 213-0676 | Matthew Tharney, Esq. McCarter & English Four Gateway Ctr. 100 Mulberry St. Newark, NJ 07102 |
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18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Fairness Hearing at [time] on **Month 00, 2017** in Courtroom ____, at the United States Courthouse located at 402 E. State Street, Trenton, NJ 08608. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Classes; to consider the Parties' agreement that Class Counsel should be paid 29% of the Settlement Funds for attorneys' fees and expenses; and to consider the request for an incentive award to Class Representative in the amount of \$5,000. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check with Class Counsel by calling 720.213.0676. If, however, you timely object to the Settlement and advise the Court that you intend to appear and speak at the Fairness Hearing, you will receive notice of any change in the date of such Fairness Hearing.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear in *Rinehart v. AS America, Inc.*." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if

one is appearing for you. Your Notice of Intent to Appear must be postmarked no later than **Month 00, 2017**, and be sent to the addresses listed in Question 17. You must also state in your objection that you plan on appearing at the hearing.

GETTING MORE INFORMATION

22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the full Settlement Agreement. You can get a copy of the Settlement Agreement by writing the Settlement Administrator at P.O. Box 0000, City, ST 00000. You can call the Settlement Administrator at 1-800-000-0000 or Class Counsel at 1-720-213-0675, if you have any questions. Before doing so, however, please read this full Notice carefully.

TCPA SETTLEMENT CLAIM FORM
AS America, Inc., and Safety Tubs, LLC

DEADLINE: IF YOU ARE A SETTLEMENT CLASS MEMBER AND WISH TO PARTICIPATE IN THIS SETTLEMENT, YOUR CLAIM FORM MUST BE FULLY SUBMITTED COMPLETED, SIGNED UNDER OATH, MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT, AND BE SUBMITTED ONLINE OR POSTMARKED BY [CLAIMS DEADLINE].

This claim form concerns a lawsuit in which Plaintiff alleges, among other things, that Defendants placed phone calls to cellphones in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227. Defendants deny that they violated any law and assert several defenses. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

Please read the full Notice of this Settlement (available at [INSERT WEB ADDRESS] carefully before filling out this Claim Form. To be eligible to receive any benefits from the Settlement obtained in this class action lawsuit, you must submit your Claim Form online or by mail.

ONLINE: Visit [INSERT WEB] and submit your claim online

Mail: AS America, Inc., TCPA Settlement
[INSERT ADDRESS OF ADMIN]

| CLAIMANT INFORMATION | |
|---|--|
| Name: | _____ (First) (Middle) (Last) |
| Social Security Number | _____-_____-_____ |
| Address: | _____ (You must provide a street address. A P.O. box will not be accepted.) |
| | _____ (City) (State) (Zip Code) |
| Cell Phone Number at the Time you Received a/the Call(s): | (____ ____ ____) ____ ____ - ____ ____ ____ |
| Current Phone Number: | (____ ____ ____) ____ ____ - ____ ____ ____ or <input type="checkbox"/> check if same as above (Please provide a phone number where you can be reached if further information is required.) |
| ELECTION OF BENEFITS | |
| Check the <u>one</u> box that applies (you may NOT elect both benefits): | |
| I understand that I may be entitled to receive a <i>pro rata</i> amount of the Settlement benefit in the form of a check up to a maximum of \$1,000 in case or a certificate up to a maximum of \$2,000 in safety tub products. The amount of my exact payment cannot be calculated at this time and will depend on the total number of valid claims that are filed. I understand that my payment, if any, may be reduced if the amount required to pay in full all valid claims made by Settlement Class Members exceeds the amount available. I also understand that I may make only one claim per cellphone number, regardless of how many calls were received or how many individuals use the cellphone number. <input type="checkbox"/> I am selecting the Cash Payment option set forth in the Notice and Settlement Agreement documents. <input type="checkbox"/> I am selecting the Certificate option set forth in the Notice and Settlement Agreement documents. | |
| ATTESTATION UNDER PENALTY OF PERJURY | |
| I declare under penalty of perjury under the laws of the United States of America that between August 23, 2012, and [DATE NOTICE SENT], I received from or on behalf of AS America, Inc., one or more calls to my wireless telephone number concerning walk-in tubs. | |
| Signature: | _____ Date: _____ |
| Print Name: | _____ Your claim will be reviewed by the Settlement Administrator. Please be patient. |

CLAIM FORMS MUST BE POSTMARKED NO LATER THAN [Claims Deadline] If you have questions, you may call the Settlement Administrator at [toll-free #] Class Counsel at 1-720-213-0675.